

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEMCO World Air Services, Inc.		08/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Avion Services Holdings, LLC		
Street Address:	5200 Town Circle Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1871578	PEMCO AEROPLEX	
Registration Number:	1928070	PEMCO WORLD AIR SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2027395093		
Email:	fgordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Felicia D. Gordon		
Signature:	/Felicia D. Gordon/		
Date:	08/24/2012		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment Agreement"), dated as of August 24, 2012, is made and entered into by and among WAS Aviation Services Holding Corp., a Delaware corporation, WAS Aviation Services, Inc., a Delaware corporation, and PEMCO World Air Services, Inc., a Delaware corporation (each, an "Assignor" and collectively, "Assignors"), Avion Services Holdings, LLC, a Delaware limited liability company ("Purchaser") and Avion World Air Services, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignors and Purchaser are parties to that certain Second Amended and Restated Asset Purchase Agreement, dated as of August 2, 2012 (the "Purchase Agreement"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignors of all rights, titles and interests in and to Intellectual Property; and

WHEREAS, Assignors have agreed to transfer, sell and assign to Purchaser all of Assignors' rights, titles and interests in and to the marks and/or trade names set forth on **Schedule A** hereto, together with the goodwill of the businesses associated therewith (collectively, the "Marks");

WHEREAS, Purchaser has designated Assignee to purchase, acquire and accept the Marks from Assignors.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.
2. Each Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from each such Assignor, free and clear of any and all Liens, Liabilities, or other restrictions, all of the right, title and interest in and to the respective Marks of each Assignor.
3. All rights and privileges, including without limitation any Claims, demands, and the right to sue for and receive all damages from past infringements of the Marks or for unfair competition in business in connection therewith, shall be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
4. For no additional consideration, but at Assignee's sole expense, Assignors agree to execute and deliver at any future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks, including without limitation the execution, acknowledgment and

recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Marks.

5. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of each Assignor's respective rights in the Marks.

6. This Assignment Agreement will be binding from and after its execution upon Assignors, Purchaser and Assignee and their respective successors and assigns.

7. This Assignment Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Assignment Agreement will be deemed effective to modify or amend any part of this Assignment Agreement or any rights or obligations of any person under or by reason of this Assignment Agreement.

8. This Assignment Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of an Electronic Delivery shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

9. To the extent any term, condition, or provision of this Assignment Agreement is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

10. This Assignment Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement effective as of the date first above written.

ASSIGNORS:

WAS AVIATION SERVICES HOLDING
CORP.

By: William A. McEwen
Name: William A. McEwen
Title: CEO

WAS AVIATION SERVICES, INC.

By: William A. McEwen
Name: William A. McEwen
Title: CEO

PEMCO WORLD AIR SERVICES, INC.

By: William A. McEwen
Name: William A. McEwen
Title: CEO

PURCHASER:

AVION SERVICES HOLDINGS, LLC

By: _____
Name: Matthew N. Garff
Title: Vice President and Assistant Secretary

ASSIGNEE:

AVION WORLD AIR SERVICES, INC.

By: _____
Name: Matthew N. Garff
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement effective as of the date first above written.

ASSIGNORS:

WAS AVIATION SERVICES HOLDING
CORP.

By: _____
Name:
Title:

WAS AVIATION SERVICES, INC.

By: _____
Name:
Title:

PEMCO WORLD AIR SERVICES, INC.

By: _____
Name:
Title:

PURCHASER:

AVION SERVICES HOLDINGS, LLC

By: Matthew N. Garff
Name: Matthew N. Garff
Title: Vice President and Assistant Secretary

ASSIGNEE:

AVION WORLD AIR SERVICES, INC.

By: Matthew N. Garff
Name: Matthew N. Garff
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE A

Assignor	Mark Name	Country	Status	Goods/Services
Pemco World Air Services, Inc.	Pemco Aeroplex	USA	Live	IC 037. US 103. G & S: maintenance and/or repair of large transport commercial and military aircraft. FIRST USE: 19880900. FIRST USE IN COMMERCE: 19880900 IC 040. US 103 106. G & S: modification of large transport commercial and military aircraft, namely, conversion of passenger aircraft to freighters and other cargo aircraft. FIRST USE: 19880900. FIRST USE IN COMMERCE: 19880900 IC 042. US 100. G & S: engineering services related to maintaining, repairing, and modifying large transport commercial and military aircraft. FIRST USE: 19880900. FIRST USE IN COMMERCE: 19880900
Pemco World Air Services, Inc.	Pemco World Air Services	USA	Live	IC 037. US 100 103 106. G & S: maintenance and/or repair of large transport aircraft. FIRST USE: 19940901. FIRST USE IN COMMERCE: 19940901 IC 040. US 100 103 106. G & S: modification of large transport aircraft, namely conversion of passenger aircraft to freighters and other cargo aircraft. FIRST USE: 19940901. FIRST USE IN COMMERCE: 19940901 IC 042. US 100 101. G & S: engineering services relating to maintaining, repairing, and modifying large transport aircraft. FIRST USE: 19940901. FIRST USE IN COMMERCE: 19940901